



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
*Commissioners*

**Sean Rogan**  
*Executive Director*

**ADOPTED**

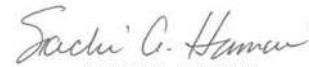
BOARD OF COMMISSIONERS  
HOUSING AUTHORITY

June 9, 2009

4-H

JUNE 9, 2009

Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

  
**SACHI A. HAMAI**  
EXECUTIVE OFFICER

Dear Commissioners:

**AUTHORIZE MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING  
AUTHORITY AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of a Memorandum of Understanding between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services in Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Memorandum of Understanding (MOU) between the Housing Authority and the Regents of the University of California is not subject to the provisions of the California Environmental Quality Act (CEQA) because the proposed services are not defined as a project under CEQA and will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director to execute an MOU in the amount of \$430,000 with the Regents of the University of California to continue Cooperative Extension program services; and authorize the Executive Director to execute an MOU containing mutual indemnity and other contract provisions approved as to program by the Housing Authority's Risk Manager and as to form by County Counsel.

3. Authorize the Executive Director to execute future MOUs between the Housing Authority and the Regents of the University of California containing the same or substantially similar contract provisions as those contained in the present MOU using funds to be requested through the Housing Authority's annual budget approval process.
4. Authorize the Executive Director to use a total of \$430,000 in County General Funds included in the Housing Authority's Fiscal Year 2009-2010 budget for the purposes described herein.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to renew the MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.

### **FISCAL IMPACT/FINANCING**

The Cooperative Extension program services will be funded with \$430,000 in County General Funds included in the Housing Authority's Fiscal Year 2009-2010 budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 1993, the Board of Supervisors transferred the Cooperative Extension program from the Los Angeles County Department of Community and Senior Services to the Community Development Commission. Thereafter, the Housing Authority assumed responsibility for administering the program, which your Board approved, because of its close link in mission to the program. Since that time, the Cooperative Extension's budget has resided with the Housing Authority. For the past 16 years, the County and the Housing Authority have jointly supported the continuation of the Cooperative Extension program services.

The MOU between the Housing Authority and the Regents of the University of California provides County residents with training on subjects such as horticulture, nutrition and gardening, as well as 4-H youth development programming. The Cooperative Extension reaches more than 400,000 Los Angeles County residents each year through its various programs. Demand for Cooperative Extension programs has increased during the economic downturn and is anticipated to reach approximately 500,000 in the coming fiscal year.

The MOU contains a mutual indemnification provision at Paragraph 18, which requires each party to indemnify the other for any acts or omissions made by its respective employees. This provision has been approved as to program by the Housing Authority's Risk Manager and as to form by County Counsel. In the absence of this indemnification provision, the Regents of the University of California indicated that it would not enter into the MOU, thus jeopardizing the continuation of much needed Cooperative Extension program services. Specifically, Paragraph 18 provides that:

"In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. Housing Authority and University agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth."

Additionally, authority is being requested for the Executive Director to execute future MOUs between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services containing the same or substantially similar terms and conditions as those set forth in the present MOU.

### **ENVIRONMENTAL DOCUMENTATION**

The MOU between the Housing Authority and the Regents of the University of California is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations § 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT SERVICES**

The execution of the MOU will continue services provided to Los Angeles County residents through the Regents of the University of California Cooperative Extension program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

cc: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

# MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2009, by and between Housing Authority of the County of Los Angeles, hereinafter called the "Housing Authority", and the Regents of the University of California, hereinafter called the "University".

WITNESSETH THAT:

WHEREAS, the University is qualified by reason of experience, preparation, organization, staffing and facilities to provide the following services to persons residing in housing units owned or managed by the Housing Authority, and the Housing Authority desires the following Services to be provided to its assisted residents in order to further their efforts toward self-sufficiency through the support, operation and maintenance of programs in Expanded Food and Nutrition Education Program (EFNEP), Home Economics, Urban Gardens and Environmental Horticulture, Agriculture, Natural Resources and Environmental Issues, and Senior Initiative (the "Program" or "Services"); and

WHEREAS, the Housing Authority and University agree to cooperate to provide or assist in the provision of Services for the benefit of residents of Housing Authority owned residential properties.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived from the Services, the parties agree as follows:

1. **MEMORANDUM OF UNDERSTANDING.** This MOU consists of this MOU, Attachment A, Project Description and Service Locations; Attachment B, Budget; Attachment C, Position Descriptions; Attachment D, Quarterly and Monthly Progress Reports; Attachment E, Safely Surrendered Baby Information; Attachment F, Jury Service Program Form; Attachment G, Federal Lobbyist Requirements Certification; Attachment H, Earned Income Credit-Notice 1015 Form; Attachment I, Organization Information Form; Attachment J, Vendor's Equal Opportunity Certification Form.
2. **SCOPE OF SERVICE.** The University shall perform all of the Services set forth in Attachment A. The scope of the Services shall be modified each fiscal year.
3. **TIME OF PERFORMANCE.** Said Services of the University are to commence on the date first above written, and shall be completed not later than June 30, 2010.
4. **COMPENSATION AND METHOD OF PAYMENT.** Upon performance of the Services to the satisfaction of the Housing Authority under this MOU, the Housing Authority shall pay the University an amount not to exceed Four Hundred and Thirty Thousand Dollars (\$430,000) from available funds which shall constitute full and complete compensation thereunder provided for the scope of the Services and the implementation of the projects described in Attachment A to this MOU. The amount of compensation provided under this MOU may be modified, on an annual basis, consistent with the time extension provision stated in Section 3, Time of Performance, upon mutual agreement the University and Housing Authority. For payment for the Services rendered under this MOU, University shall submit to the Housing Authority standard monthly invoices which are acceptable to the Housing Authority and which enumerate the Services rendered, the items purchased or to be purchased, and the appropriate budget cost category and line item to which the costs are to be charged. University shall not request payment for the Services rendered under this MOU in excess of

the budget cost categories and line items listed in Attachment B, Budget. Housing Authority will pay University after approval of costs specified in each monthly invoice. Amendment of line items is permissible for unforeseeable expenses that will be incurred.

University shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by University after the expiration or other termination of this MOU. Should University receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for the Services rendered after expiration/termination of this MOU shall not constitute a waiver of the Housing Authority's right to recover such payment from University. This provision shall survive the expiration or other termination of this MOU.

5. **ADMINISTRATION.** The Executive Director of the Housing Authority, hereinafter called the "Executive Director", or his designee, shall have full authority to act for the Housing Authority in the administration of this MOU consistent with the provisions contained herein.
6. **COMPLIANCE WITH LAWS.** All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of the following: The Housing and Community Development Act of 1974 as amended, 24 Code of Federal Regulations, Part 570; U. S. Office of Management and Budget Circular A-110, and A-122; and the County Auditor-Controller Contract Accounting and Administration Handbook.
7. **ALLOWANCES FOR LEASE OR RENTAL OF SPACE.** The Housing Authority shall approve space requirements necessary for work performed by University staff, located at the Housing Authority's Cesar Chavez facility, using prevailing area rates and space allocations, as established by the Housing Authority at the time of MOU execution.
8. **AFFIRMATIVE ACTION.** The University shall make every effort to ensure that all projects shall provide equal employment and career advancement opportunities for minorities and women. In addition, the University shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this project.
9. **CHANGES.** The Housing Authority may, from time to time, request changes to the scope of the Services of the University to be performed hereunder. Such changes, including any increase or decrease in the amount of the University's compensation for eligible and approved program expenses, which are agreed upon by and between the Housing Authority and the University, shall be incorporated into this MOU by written amendments.
10. **CHANGES IN CONTRACT ALLOCATION.** The Housing Authority reserves the right to reduce the contract allocation when the Housing Authority's fiscal monitoring indicates that the University's rate of expenditure will result in unspent funds at the end of the program year. Changes in the contract allocation will be made after consultation with the University. Such changes shall be incorporated into this MOU by written amendments. University representatives shall be available to respond to questions and receive recommendations at community meetings when so requested by the Executive Director or his designee.

11. **JOINT FUNDING.** The Housing Authority shall not pay for any Services provided by the University with funds from other sources or designated for other purposes. All restrictions and/or requirements provided for in this MOU, relative to accounting, budgeting and reporting, apply to all projects regardless of funding sources.

12. **ASSURANCES.** The University hereby assures and certifies that it has complied with all applicable laws, regulations, policies, guidelines and requirements, OMB Circular Nos. A-110 and A-21 and that it will comply with all applicable federal, state and local laws and regulations as they relate to acceptance and use of federal funds for this federally assisted Program. Also, the University gives assurance and certifies with respect to the projects specified in Attachment A, that it will comply with all of the provisions of 24 Code of Federal Regulations § 570.303, which pertain to assurances of program applicants. Furthermore, the University gives assurance and certifies that it will comply with provisions of 41 Code of Federal Regulations § 60-1.4 and 24 Code of Federal Regulations § 135.20, each of which is incorporated herein by this reference.

University further assures and certifies that it will comply with any future amendments or changes to said required assurances and that during the term of this MOU it will maintain current copies of said assurances at the address specified in Section 13 below.

13. **NOTICES.** All notices shall be served in writing. The notices to the University shall be sent to the following address:

Attn: Rachel Surls, County Director  
University of California Cooperative Extension  
4800 Cesar Chavez Avenue  
Los Angeles, CA 90022

Notices, reports and statements to the Housing Authority shall be delivered or sent to the Executive Director or his designee, 2 Coral Circle, Building A, Monterey Park, California 91755.

14. **ASSIGNMENT BY CONTRACTOR.** The University shall not assign its rights or delegate its duties under the MOU, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the MOU, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the MOU shall be deductible, at the Housing Authority's sole discretion, against the claims, which the University may have against the Housing Authority. However, the Housing Authority reserves the right to assign this MOU to another public agency without the consent of the University.

Any assumption, assignment, delegation, or takeover of any of the University's duties, responsibilities, obligations, or performance of same by any entity other than the University, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the MOU which may result in the termination of the MOU. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the University as it could pursue in the event of default by the University.

15. **TERMINATION AND TERMINATION COSTS.** This MOU may be terminated for convenience or cause at any time by either party upon giving thirty (30) days notice in writing to the other party. Executive Director is hereby empowered to give said notice. The Housing Authority may immediately terminate this MOU upon the termination, suspension, discontinuation or substantial reduction in Housing Authority funding for the MOU activity or if for any reason the timely completion of the work under this MOU is rendered improbable, infeasible or impossible. In such event, University shall be compensated for all the Services rendered which are necessary and reasonable under this MOU and all necessarily incurred costs performed in good faith, in accordance with the terms of this MOU, that have not been previously reimbursed, to the date of said termination, to the extent Housing Authority funds designated for these purposes are available.
16. **FISCAL LIMITATIONS.** The sources of funds for this MOU come from either the County of Los Angeles (the "County") and or the United States Department of Housing & Urban Development ("HUD"). The County and or HUD may in the future place programmatic or fiscal limitation(s) on Housing Authority funds not presently anticipated. Accordingly, the Housing Authority reserves the right to revise this MOU in order to take into account actions affecting program funding. In the event of funding reduction, the Housing Authority may reduce the budget of this MOU, as a whole or as to cost category, may limit the rate of the Housing Authority to commit funds, or may restrict the University's use of its uncommitted and its unexpended funds. Where the County and or HUD has directed or requested the Housing Authority to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this MOU, the Executive Director may act for the Housing Authority in implementing and effecting such a reduction and in revising the MOU for such purpose. Where the Executive Director has reasonable grounds to question the University's fiscal accountability, financial soundness, or compliance with this MOU, Executive Director may act for the Housing Authority in suspending the operation of this MOU for up to sixty (60) days, upon three (3) days notice to University of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the Housing Authority affect expenditures and legally binding commitments made by the University before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with County and or HUD cash withdrawal guidelines.
17. **EXPENSES FOR ENTERTAINMENT, MEALS OR GIFTS.** University certifies and agrees that it will not incur costs under this MOU to pay for entertainment, meals or gifts.
18. **INDEMNIFICATION.** In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of the Government Code Section 895.2. Housing Authority and University agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth.
19. **CONFLICT OF INTEREST.** The University, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end,



the University will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

20. **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, age, handicap, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this MOU.
21. **STAFF TRAVEL.** Authorized University employees shall be reimbursed for monthly travel expenses solely related to automobile mileage at the current Housing Authority rate of reimbursement. These mileage claims shall reflect travel associated with Housing Authority sites, and Los Angeles County related business; or other locations mutually agreed upon by the Executive Director of the Housing Authority, and the Director of the Cooperative Extension Program. Authorized University employees shall include any Cooperative Extension employees, as approved by the Director of the Cooperative Extension Program, and shall not be limited to University employees whose salaries and benefits are reimbursed pursuant to this MOU.
22. **USE OF FUNDS.** All expenses incurred under this MOU shall be solely for costs approved in Attachment B, of this MOU. Separate financial records shall be kept for each funding source.
23. **FEDERAL LOBBYIST REQUIREMENTS.** The University is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The University must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the University will comply with the Lobbyist Requirements.

Failure on the part of the University or persons/subcontractors acting on behalf of the University to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

24. **HOUSING AUTHORITY DUTIES.** The Housing Authority agrees to:
  - A. Provide annually available funds as may be reasonably necessary for the support and maintenance of a Cooperative Extension Program in the County of Los Angeles as listed in Attachment B.
  - B. Maintain documentation of procurement and facilitate the purchasing and payment of expenses for the cost category line-items and amounts listed in Attachment B, entitled Budget, of this MOU. Furthermore, the Housing Authority shall maintain financial documentation of goods or the Services paid for with federal funds received by the Housing Authority pursuant to the Acts.
  - C. Reimburse University salaries and benefits as follows: One-hundred (100%) percent of the salary and benefits for a Management Services Officer; One-hundred (100%) percent of the salary a 4-H Computer Specialist in the main (Cesar Chavez) office; and, fifty (50%) percent of the salary and benefits for an Administrative Assistant in the Lancaster Office. Reimbursement will be granted upon the Housing Authority's receipt and approval of time sheets signed by each employee in the positions listed above, and their supervisor, and completed requests for reimbursement.

Reimbursement will be in accordance with the Budget and will not exceed the Budget, Attachment B.

25. **UNIVERSITY DUTIES.** The University agrees to:

- A. Make available for inspection its performance, financial and all other records pertaining to performance of this MOU to authorized Housing Authority personnel, and allow said Housing Authority personnel to inspect and monitor its facilities and program operations, including the interview of University staff and program participants, as required by the Housing Authority. The University agrees to submit all data that are necessary to complete the Annual Grantee Performance and Evaluation Report and monitor program accountability and progress, in the format and at the time designated by the Executive Director or his designee.
- B. Establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook.
- C. Make available all Program data necessary to provide Program progress reports to citizens of the County of Los Angeles. Furthermore, the University shall conduct public meetings, as necessary, to elicit public comments on the Programs offered under this MOU, and be adequately apprised of citizen recommendations made during the course of the Program.
- D. Make available for inspection and audit to the Housing Authority's representatives, upon request, at any time during the duration of this MOU, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this MOU, whether or not such monies are received through Housing Authority. The University shall maintain all books and records relating to this MOU at a location within the County of Los Angeles. Failure of University to comply with the requirements of this Section shall constitute a material breach of this MOU upon which Housing Authority may cancel, terminate or suspend this MOU.
- E. Prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the Housing Authority. University shall submit to the Executive Director, or his designee, quarterly reports, due in October, January, April and July of each year, on the financial status and activities and accomplishments of the Cooperative Extension Program ("Program") in the County. University shall also maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as is considered necessary by the Housing Authority. University will ensure that its employees and representatives furnish such information, which, in the judgment of Housing Authority representatives, may be relevant to a question of compliance with contractual conditions with the Housing Authority or granting agency directives, or with the effectiveness, legality and achievements of the Program.
- F. Maintain financial documentation for all mileage expenses. Furthermore, University shall maintain a mileage expenditure policy identifying positions eligible for mileage reimbursement, the rate of reimbursement, not to exceed the current Housing Authority rate per mile rate and documentation requirements such as mileage log sheets.
- G. Maintain an inventory of all office equipment and furniture purchased, leased or maintained with Housing Authority funds.

- H. Maintain a lease agreement or similar agreement for all office space paid with Housing Authority funds.
- I. Provide, at regular intervals, copies of original time sheets, signed by each employee, and requests for reimbursement of the following University employees: one-hundred percent (100%) of the salary and benefits for a Management Services Officer; one-hundred percent (100%) of the salary a 4-H Administrative Assistant in the main (Cesar Chavez) office; twenty-five percent (25%) of the salary and benefits of an Administrative Assistant in the main (Cesar Chavez) office; twenty five percent (25%) of the salary and benefits of a Program Representative in the main (Cesar Chavez) office; and fifty percent (50%) of the salary and benefits for an Administrative Assistant in the Lancaster Office.
- J. To the greatest extent feasible, training opportunities should be extended to low-and moderate-income persons residing within the community where the Program is located or the place where the Services are rendered and for contracts awarded to local businesses.
- K. University shall procure and maintain at University's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the University, its agents, representatives, employees or subcontractors.

1. LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Housing Authority, the County and the Community Development Commission of the County of Los Angeles ("Commission"), and their respective officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the University; products and completed operations of the University; premises owned, leased or used by the University.

2. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Housing Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Housing Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Housing Authority.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Housing Authority.

University shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the University to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Agreement.

The University self-insures in general and automobile liability risks and thus does not provide endorsements.

1. The Housing Authority, the Commission, County and their respective officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by the University, including products and completed operations, premises owned, leased, or used, and automobiles owned, leased, hired, or borrowed;
2. The insurance coverage shall be primary insurance with respect to the Housing Authority. Any insurance or self-insurance maintained by the Housing Authority, its officials, employees, or volunteers shall be in excess to the University's insurance and shall not contribute with it;
3. Coverage's shall state that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limit except when 30 days prior written notice has been given to the Housing Authority. Where the University is completely self-insured for any of the required coverage's, or where deductibles or self-insured retention's exceed the limits of required coverage's, evidence of a formal funded program or self-insurance will be accepted in lieu of commercial insurance. University shall fully protect the Housing Authority in the same manner as their interest would have been protected had commercial insurance been in effect. No Housing Authority funds will be encumbered or reimbursed under this MOU until all insurance requirements have been met and evidence of said insurance, consisting of

certificates of insurance and original endorsements, as required, have been reviewed and approved as being sufficient by the Housing Authority.

26. **HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN.** The Housing Authority or its agents will evaluate University's performance under this MOU on not less than an annual basis. Such evaluation will include assessing University's compliance with all contract terms and performance standards. University deficiencies, which the Housing Authority determines as severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action to be taken by the Housing Authority and the University. If improvement does not occur consistent with the corrective action measures, Housing Authority may terminate this MOU or seek other remedies as specified in the MOU.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the University. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the University whether this MOU will be terminated at the end of the current year or will be continued into the next contract year.

27. **UNIVERSITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.** University acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from Housing Authority through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon taxpayers.

As required by the Housing Authority's Child Support Compliance Program and without limiting University's duty under this MOU to comply with all applicable provisions of law, University warrants that it is now in compliance and shall during the term of this MOU maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.** Failure of University to maintain compliance with the requirements set forth in Paragraph 28, "University's Warranty of Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by the University under this MOU. Without limiting the rights and remedies available to the Housing Authority under any other provision of this MOU, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Agreement pursuant to Paragraph 15, "Termination and Termination Costs".

29. **GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

Should the University require additional or replacement personnel after the effective date of this Contract, the University shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the University's

minimum qualifications for the open position. The University shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

30. **POST L.A.'s MOST WANTED PARENTS LIST.**

University acknowledges that the Housing Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. University understands that it is Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at University's place of business. The Child Support Services Department (CSSD) will supply University with the poster to be used.

31. **TERMINATION FOR IMPROPER CONSIDERATION.**

The Housing Authority may, by written notice to the University, immediately terminates the right of the University to proceed under this MOU if it is found that consideration, in any form, was offered or given to University, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this MOU or securing favorable treatment with respect to the award, amendment or extension of this MOU or the making of any determinations with respect to the University's performance pursuant to this MOU. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the University as it could pursue in the event of default by the University.

The University shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

32. **INDEPENDENT CONTRACTOR.**

This MOU does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the University.

33. **WAIVER.**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

34. **FAILURE TO MAINTAIN INSURANCE.**

Failure on the part of the University to procure or maintain insurance required by this MOU shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this MOU.

35. **EMPLOYEES OF CONTRACTOR.**

*Workers' Compensation:* University understands and agrees that all persons furnishing the Services to the Housing Authority pursuant to this MOU are, for the purposes of Workers' Compensation liability, employees solely of the University. University shall bear sole responsibility and liability for providing

Workers' Compensation benefits to any person for injuries arising from an accident connected with the Services provided to the Housing Authority under this MOU.

*Professional Conduct:* The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the University's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all University's employees, agents or subcontractors providing the Services for the Housing Authority. The University assumes all liability for the actions of the University's employees, agents or subcontractors and is responsible for taking appropriate action after the University receives reports of harassment.

36. **DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA.**

University certifies under penalty of perjury under the laws of the State of California that the University will comply with the requirements of the Drug-Free Workplace Act of 1990.

37. **SAFETY STANDARDS AND ACCIDENT PREVENTION.**

The University shall comply with all applicable federal, state and local laws, governing safety, health and sanitation. The University shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the MOU.

38. **ACCESS AND RETENTION OF RECORDS.**

University shall provide access to the Housing Authority, the Federal Grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the University which are directly pertinent to this MOU for the purpose of making audits, examinations, excerpts and transcriptions.

The University is required to retain the aforementioned records for a period of three years (3) after the Housing Authority pays final payment and other pending matters are closed under this MOU.

39. **CONFLICT OF INTEREST.**

The University represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this MOU, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this MOU and during its term as appropriate, the University shall, disclose in writing to the Housing Authority any other contract or employment during the term of this MOU by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

40. **SEVERABILITY.**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the MOU and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

41. **INTERPRETATION.**

No provision of the MOU is to be interpreted for or against either party because that party or party's legal representative drafted such provision, but this MOU is to be construed as if drafted by both parties hereto.

42. **COMPLIANCE WITH LAWS.**

The University agrees to be bound by applicable federal, state and local laws, regulation, and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this MOU is in excess of \$100,000 then University shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The University must obtain and present all relevant state and local insurance training and licensing pursuant to the Services required with this Agreement.

The University shall comply with the following laws in Sections 23, 27-30 and 43-53, inclusive.

43. **CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS).**

University shall comply with the Civil the Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

44. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.**

University shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. **AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973.**

University shall comply with the Act Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall be excluded



from participating in, denied the benefits of, or subject to discrimination under this MOU on the basis of age or with respect to an otherwise qualified handicapped individual.

46. **EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS).**

University shall comply with Executive Order 1146 and 11375, Equal Opportunity in Employment, which requires that during the performance of this MOU, the University will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The University will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of or other forms of compensation; and selection for training, including apprenticeship. The University agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The University will, in all solicitation or advertisements for employment placed by or on behalf of the University, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin

The University will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provide by the agency of the University's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The University will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant order of the Secretary of Labor.

The University will furnish all information and reports required by the Executive Order and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of University's noncompliance with the non-discrimination clauses of this MOU or with any of such rules, regulations or orders, this MOU may be canceled, terminated or suspended in whole or in part and the University may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions a be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The University will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The University will take such actions with respect to any subcontractors or purchase order as Housing Authority may direct as a means of enforcing such provision including sanction for noncompliance, provided however, that in the event the University becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such

direction by the Housing Authority, the University may request the United States to enter into such litigation to protect the interest of the United States.

47. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.**

University shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

48. **USE OF RECYCLED-CONTENT PAPER PRODUCTS.**

The University agrees to use recycled- content paper to the maximum extent possible on the Project.

49. **CONTRACTOR RESPONSIBILITY AND DEBARMENT.**

- A. A responsible contractor is a contractor, consultant, vendor or operating agency that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible contractors.
- B. The University is hereby notified that if the Housing Authority acquires information concerning the performance of the University on this or other contracts which indicates that the University is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the University from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the University may have with the Housing Authority.
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), or the County of Los Angeles ("County") or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- I. These terms shall also apply to subcontractors and sub-consultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

#### 50. **JURY SERVICE PROGRAM.**

- 1. Unless University has demonstrated to the Authority's satisfaction either that University is not a "Contractor" as defined under the Jury Service Program or that Contractor

qualifies for an exception to the Jury Service Program, University shall have and adhere to a written policy that provides that its Employees shall receive from the University, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the University or that the University deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of University. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) University has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If University uses any subcontractor to perform the Services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If University is not required to comply with the Jury Service Program when the Contract commences, University shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and University shall immediately notify County if University at any time either comes within the Jury Service Program's definition of "Contractor" or if University no longer qualifies for an exception to the Program. In either event, University shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that University demonstrate to the Housing Authority's satisfaction that University either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that University continues to qualify for an exception to the Program.

University's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar University from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

**51. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.**

The University shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment E of this MOU and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

52. **CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.**

The University acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The University understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The University will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the University with the poster to be used.

53. **CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in the attached *Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

54. **ENTIRE AGREEMENT.**

This Agreement with attachments consists of \_\_\_\_\_ pages and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- A. Project Description and Service Location
- B. Budget
- C. Position Descriptions
- D. Quarterly and Monthly Progress Reports
- E. Surrendered Baby Law Fact Sheet
- F. Jury Service Program Form
- G. Federal Lobbyist Requirements Certification
- H. Earned Income Credit – Notice 1015
- I. Organization Information Form
- J. Vendor's Equal Employment Opportunity Certification Form

**SIGNATURES**

IN WITNESS WHEREOF, the Housing Authority of the County of Los Angeles and the Regents of the University of California have caused this Memorandum of Understanding to be executed, through their authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
SEAN ROGAN  
Executive Director

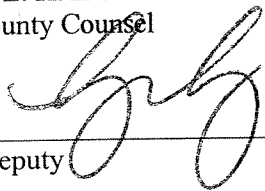
APPROVED AS TO PROGRAM

HOUSING MANAGEMENT DIVISION

By: \_\_\_\_\_  
ESTHER KEOSABABIAN,  
Acting Director

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel

By: \_\_\_\_\_  
Deputy 

FOR THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA

APPROVED AS TO FORM:  
LYNN DEETZ  
Contracts & Grants Coordinator

By: \_\_\_\_\_

UNIVERSITY OF CALIFORNIA  
COOPERATIVE EXTENSION

By: \_\_\_\_\_  
RACHEL SURLS  
County Director

## ATTACHMENT A

### **PROJECT DESCRIPTION AND SERVICE LOCATIONS**

The Los Angeles County Office of the University of California Cooperative Extension is part of a nationwide system that provides off-campus educational opportunities in a variety of program areas. It is a tax-supported program offering the residents of Los Angeles County information and educational activities in nutrition, family and consumer sciences, urban gardening, environmental horticulture, agriculture, and natural resources. Programs are offered to children, adults and seniors.

The following is a Scope of Services that the University, through Cooperative Extension, will perform for residents of the Housing Authority and other County residents on a priority basis. Scheduling is done on an ongoing basis throughout the program year based on requests from Housing Authority sites.

**PROJECT SERVICE:** Nutrition, Family and Consumer Science  
(Home Economics)

**AUTHORITY DIVISION:** Housing Management Division

**TIME OF PERFORMANCE:** July 1, 2009 - June 30, 2010

**PROJECT COMPONENTS:**

- Upon request, provide educational programs focused on family-related concerns such as food and nutrition, health and safety, family relationships, housing, consumer issues, money management and energy conservation.
- Through the Expanded Food and Nutrition Education Program (EFNEP), teach homemakers with limited incomes how to improve family diets, make better use of available resources, and improve their food preparation skills.
- Provide training for youth on nutrition issues as requested.
- Upon request, support job readiness and life skills training for Housing Authority residents by offering the "Gateway to a Better Life" program, which focuses on goal setting, money management, consumer education, fraud activities, time management, workforce preparedness, child care selection, appropriate workplace behavior, and overcoming barriers to employment.

Major Housing Authority Sites, including Maravilla, Harbor Hills, Carmelitos, South Scattered Sites, Francisquito Villa, Herbert Apartments, Marina Manor I and II, West Knoll Apartments, Palm Apartments, Kings Road, Sundance Vista, Whittier Manor, Orchard Arms, Foothill Villa, Lancaster Homes and Ujima Village will be contacted and offered the program. A minimum of one six-week EFNEP class for 10-20 people will be held for Housing Authority Residents. More classes will be held and scheduled by Cooperative Extension staff pursuant to the request of Housing Authority Staff. Additionally, two-hour workshops can be offered to interested sites, and we will hold 2-hour nutrition education workshops at Authority sites, reaching 10-20 Housing Authority residents at each workshop, upon request by Housing Authority staff or resident councils.

## **Senior Initiative Nutrition Education**

A series of 2-hour workshops on good nutrition for seniors will be held at all interested senior sites. Topics will include preparation of easy, health meals, easy fitness activities, using more fruits and vegetables in the diet, easy container gardening, and food safety. Activities will include hands-on recipe demonstrations and tasting opportunities. All senior sites will be contacted and offered the program, and it will be provided upon request of interested sites. We anticipate reaching a minimum of 50 seniors.

## **Countywide Nutrition, Family and Consumer Science Activities**

Cooperative Extension holds free six-week classes through our EFNEP (Expanded Food and Nutrition Education Program) throughout the County. These cover meal planning, effective shopping, family budgeting, nutrition basics, food preparation, food safety, and other related topics. Classes are offered to low-income parents of young children throughout the County. Nutrition education classes and curriculum are also offered to teachers serving low-income students throughout LA County through our 4-H Youth EFNEP program.

The Family and Consumer Science Advisor is available to answer questions from the public and agencies relating to food safety, nutrition, and food preservation. Training on improving food safety practices is available to childcare providers and related agencies.



## ATTACHMENT A

### PROJECT DESCRIPTION AND SERVICE LOCATIONS

**PROJECT SERVICE:** The Network for a Healthy California Children's Power Play! Campaign and Latino Campaigns (formerly 5-a-Day)

**AUTHORITY DIVISION:** Housing Management Division

**TIME OF PERFORMANCE:** July 1, 2009 - June 30, 2010

**PROJECT COMPONENTS:**

- Cooperative Extension provides training to education professionals and youth agency staff on child nutrition education, on issues such as childhood obesity and improving childhood fruit and vegetable consumption. Additionally, we now offer the Network for a Healthy California Latino Campaign, which serves low-income Latino Adults.
- Free training and curriculum are available throughout the County, with a focus on low-income schools free training, cookbooks and other Latino Campaign materials are available to agencies serving low-income Latino adults.

UC Cooperative Extension Network for a Healthy California Campaign staff will assist in planning and holding community events, which promote healthy eating and physical fitness among children and adults.

Upon request of interested sites, staff will be available to assist Housing Authority sites with community events promoting a healthy message, by hosting a educational booth, providing nutrition education activities, and other support. Upon request by Housing Authority staff or residents councils, events can be held at Housing Authority sites, including workshops, cooking demonstrations, and booths at health fairs or other community events. Residents will receive cookbooks, goodie bags, and various incentives, when such items are available, to promote healthy eating when they participate in campaign events.

## ATTACHMENT A

### PROJECT DESCRIPTION AND SERVICE LOCATIONS

The Environmental Horticulture Advisor is available to provide technical assistance and classes for Growing Experience trainees upon request of HA staff.

**PROJECT SERVICE:** Environmental Horticulture  
**AUTHORITY DIVISION:** Housing Management Division  
**TIME OF PERFORMANCE:** July 1, 2009 - June 30, 2010  
**PROJECT COMPONENTS:**

Housing Developments Served	Participants
<b>Carmelitos</b>  <b>Landscape management</b> Training, educational materials and technical assistance at Carmelitos.  <b>Nursery operations</b> Training, educational materials, and technical assistance at the Carmelitos site	HA staff and Growing Experience trainees. The Horticulture Advisor will visit periodically to see if there are technical issues that he can assist with. Upon request, he will teach classes for trainees/staff.
<b>Nueva Maravilla – Landscape Management</b>  Training, educational materials and technical assistance in landscape management.	HA staff—assistance will be provided upon request.
<b>Lancaster</b>	Lancaster Seniors—assistance will be provided upon request.

### **Countywide Environmental Horticulture Activities**

Consult with and provide training for landscapers, nursery professionals and other members of the “green industry” in Los Angeles County. Conduct research as needed on pest control, landscape management, irrigation, and other issues of key importance, providing local industry with current University research-based information.

## **ATTACHMENT A**

### **PROJECT DESCRIPTION AND SERVICE LOCATIONS**

**PROJECT SERVICE:** Urban Gardens (Countywide)

**AUTHORITY DIVISION:** Housing Management Division

**TIME OF PERFORMANCE:** July 1, 2009 – June 30, 2010

#### **PROJECT COMPONENTS:**

- Provide training, educational materials and technical assistance to family and senior owned housing residents who want to grow more of their own fruits and vegetables to augment their food budget. Workshops will be conducted at sites by request of staff or resident councils.
- Work closely with Housing Authority staff, and resident groups to help plan community gardens, upon request of site staff or resident councils. Provide training as needed for "Growing Experience" trainees.
- Provide trained Master Gardener Volunteers to assist with urban gardening projects at Housing Authority sites as appropriate.

All sites will be contacted as to the availability of this program, and workshops will be provided upon request.

#### **Countywide Urban Garden Activities**

Train Master Gardener Volunteers in an 8-12 week gardening program, which will assist them to initiate community, school and other gardening projects in their own neighborhoods.

Provide free gardening advice, via telephone, to any Los Angeles County resident.

Provide workshops on gardening and cooking garden-fresh produce to low-income Los Angeles residents, along with free seeds and bilingual gardening handouts.

Maintain an annually updated database of all the community gardens in Los Angeles County, including number of plots and contact/sign up information. Match interested members of the public with the nearest community garden, upon request. Community garden roster is updated as new information is made available. It is on our website and mailed to anyone who requests it. This is an ongoing project.

## **ATTACHMENT A**

### **PROJECT DESCRIPTION AND SERVICE LOCATIONS**

**PROJECT SERVICE:** 4-H Youth Development (Countywide)

**AUTHORITY DIVISION:** Housing Management Division

**TIME OF PERFORMANCE:** July 1, 2009 - June 30, 2010

### **PROJECT COMPONENTS:**

- Upon request, provide workshops on college access, parenting, literacy and homework for parents at Housing Authority sites, at the request of site staff and/or resident councils.
- As requested, assist Housing Authority site staff in initiating volunteer-supported 4-H clubs at Housing Authority sites. Provide volunteer training and ongoing support for volunteers identified by the Housing Authority.

### **Countywide Activities:**

- Recruit and train interested parents and community adults to serve as 4-H volunteer leaders who organize hands-on, learn-by-doing activities (youth can select from more than 80 4-H projects).
- Provide training for staff of other on-site after-school programs as requested in how to implement specific learn-by-doing curriculum.
- Youth Leadership for Teens: For ages 12-19, an 8-week leadership training program for teens is offered in specific high-school service areas which offer college preparedness, time management, community organizing and community service. Conducted by special request, pending availability of funding.
- Recruit Authority and Countywide youth to participate in 4-H projects including summer camp, state leadership conference, college visits, and other 4-H learning opportunities.

## ATTACHMENT A

### PROJECT DESCRIPTION AND SERVICE LOCATIONS

**PROJECT SERVICES:** Agriculture, Natural Resources and Environmental Issues (County-Wide)

**AUTHORITY DIVISION:** Housing Management Division and County-wide

**TIME OF PERFORMANCE:** July 1, 2009 - June 30, 2010

### PROJECT COMPONENTS:

The Farm Advisor, based in the Antelope Valley, is available to work with local farmers, whose products include carrots, onions, alfalfa, peaches, and more. This position was created by the University by the request of Supervisor Mike Antonovich.

The Natural Resources Advisor, based in East Los Angeles, provides advice on numerous environmental issues to governmental and non-profit agencies in Los Angeles County. Within the County, she supports and works closely with the Department of Public Works, the Agricultural Commissioner, the Department of Parks and Recreation, local Vector Control Districts, as well as other city, county, state, and federal agencies and non-profit organizations.

All Advisor training and consultation is available free of charge or at low-cost to LA County residents and agencies.

<b>Antelope Valley</b>	<b>Los Angeles County</b>
Consultation to local farmers: Workshops Field Days Publications One-on-one consultation addressing: Pest management Irrigation Applied Research for local solutions to agricultural and environmental issues	Training, workshops, publications and consultation on the following issues: Water quality Invasive weed control Watershed management Endangered species Fire management Land use planning Public health issues related to wild lands and wildfire and more. Management of invasive aquatic species.

## ATTACHMENT B

### FISCAL YEAR 2009 - 20010 BUDGET

Authority shall pay all reasonable program expenses incurred for the direct delivery of services listed in Attachment A to this MOU. Amounts budgeted for University expenses are as follows:

Account	Account Description	Budget Allocation
4102	Office Equip/Equipment Maintenance	20,000
4104	Printing and Reprographics	2,000
4105	Space Rent	31,300
4106	Supplies-Office	8,000
4108	Purchasing Services	2,000
4109	Mail & Messenger	2,200
4113	CBE	300
4202	Mileage & Parking	14,500
4204	Communications	35,000
4215	Building Maintenance	90,000
4323	Tenant Services/Contract*	186,000
4404	Utilities	38,700
<b>Total</b>		<b>\$430,000</b>

The total amount budgeted under this MOU may only be modified or changed through a formal amendment to this MOU, subject to Section 16 of the MOU.

- \* Upon receipt of invoices at least thirty (30) days prior to June 30, 2010, the Authority will reimburse the University for salaries and benefits as follows: one hundred (100%) percent of a Management Services Officer; and one hundred (100%) percent of a 4-H Administrative Assistant/Computer Specialist in the main (Cesar Chavez) office; fifty (50%) percent of an Administrative Assistant in the Lancaster Office and, twenty-five (25%) of a Administrative Assistant in Los Angeles County. Reimbursement will be granted upon the Authority's receipt and approval of time sheets signed by each employee in the positions listed above, and their supervisor, and completed requests for reimbursement. All other expenses shall be paid by the Authority pursuant to Section 4 of this MOU, entitled Compensation and Method of Payment.

## ATTACHMENT C

**POSITION TITLE:** Management Services Officer

**REIMBURSEMENT AMOUNT:** \$74,600 (100%) Percent of Salary/Benefits

**PROJECT NUMBER:** SS7040

**LOCATION:** 4800 Cesar Chavez Avenue, Los Angeles, CA 90022

**BRIEF DESCRIPTION OF DUTIES:**

Provides overall administrative support for departmental operations and acts as liaison between the Housing Authority and Cooperative Extension in the areas of Fiscal Management, Office and Property Management, and Personnel Management.

**POSITION TITLE:** Administrative Assistant

**REIMBURSEMENT AMOUNT:** \$24,500 Fifty (50%) Percent of Salary/Benefits

**PROJECT NUMBER:** SS7040

**LOCATION:** 355-A Avenue K-6, Lancaster, CA 93535

**BRIEF DESCRIPTION OF DUTIES:**

Under the supervision of the 4-H Program Coordinator, this position provides overall administrative assistant and manages the office for the 4-H Program and the 4-H Program Coordinator in the Lancaster Office. Major responsibilities include staffing front desk reception area, answering and directing calls to appropriate source, coordinating meetings and presentations, preparing documents, correspondence and handouts for meetings, and maintaining files.

**POSITION TITLE:** 4-H Computer Resource Specialist

**REIMBURSEMENT AMOUNT:** \$69,900 (100%) Percent of Salary/Benefits

**PROJECT NUMBER:** SS7040

**LOCATION:** 4800 Cesar Chavez Avenue, Los Angeles, CA 90022

**BRIEF DESCRIPTION OF DUTIES:**

Under the supervision of the 4-H Program Manager, this position provides overall administrative assistant for the 4-H Program in the Los Angeles Office. This position also supports computer and technology issues for the Cooperative Extension staff. This includes research on networks speed, laser printers, and software. This position maintains and backs up the office server for Cooperative Extension. Other responsibilities include managing 4-H state enrollment and data entry, acting as computer resource team leader, receiving club dues, preparing information materials for conferences and meetings, answering and directing calls to appropriate source, coordinating meetings and presentations, preparing documents, correspondence and maintaining files.

**POSITION TITLE:** **Administrative Assistant**

**REIMBURSEMENT AMOUNT:** **\$15,000 (25%) Percent of Salary/Benefits**

**PROJECT NUMBER:** **SS7040**

**LOCATION:** **4800 Cesar Chavez Avenue, Los Angeles, CA 90022**

**BRIEF DESCRIPTION OF DUTIES:**

Under the supervision of the Management Services Officer, this position provides administrative assistance the office for the Los Angeles County Cooperative Extension Office. Major responsibilities include front desk reception, processes all incoming mail and receiving deliveries, answering and directing calls to appropriate source, scheduling meetings, copying documents, correspondence and handouts for meetings, and, translates educational materials for use by Spanish-speaking clientele, as needed